

COMMUNITY PARTNERSHIP FOR CABLE TELEVISION GRANT PROGRAM AGREEMENT

Grant Recipient:

Tax Identification Number:

Amount Awarded: \$10,000.00

AN AGREEMENT, between the undersigned Community Partnership For Cable Television Grant Program (“Grant Program”) Grantee and the County of San Diego (“County”).

Grantee hereby agrees to produce a videotape program (Name of Program) in accordance with the provisions set forth in the Grant Program Application Packet and the Grantee’s Grant Proposal, all incorporated herein by reference. Grantee agrees to notify the County’s designated representative of any changes to the Grantee’s proposal treatment, production schedule or production budget.

The County agrees to pay Grantee a dollar amount award according to the payment schedule set forth herein, after obtaining reasonable assurances that Grantee has met all of the conditions of this agreement.

The Parties further agree to the following terms and conditions:

I. ACCOUNTING AND RECORDS X Grantee shall maintain records and accounts consistent with generally accepted accounting principles and shall provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursement and accounting for project funds. Grantee shall provide to the County evidence of the receipt of any matching funds and/or in-kind contributions identified in the original application.

II. COST PRINCIPLES X Grantee shall use award funds for only those costs set forth in the approved project budget, unless the County expressly authorizes changes. Per Diem and travel reimbursements may not exceed the current rates authorized by the County.

III. EQUIPMENT PURCHASES X Grantee shall use award funds only for those equipment purchases specified in the approved budget proposal and shall use such equipment only for approved project purposes. Any equipment funded by award funds remains the property of County. After completion of the project, the County shall retain all equipment purchased with award funds.

IV. USE OF COPYRIGHTED MATERIALS X Grantee shall procure all necessary licenses and clearances, and make timely payment of any applicable fees for any copyrighted, trademarked or otherwise protected intellectual property used in the Production. Grantee agrees to indemnify and hold the County harmless in any legal action arising from grantee’s failure to procure such licenses or clearances, or failure to pay such fees.

V. MODEL RELEASE X Grantee shall procure and maintain all information pertaining to model releases for personal appearances or talent used in the Production. Grantee agrees to indemnify and hold the County harmless in any legal action arising from grantee’s failure to procure adequate model releases.

VI. REPORTS B

(A) With each invoice or request for payment, Grantee must include (1) a financial report that describes in detail how County award funds were spent; (2) copies of receipts or invoices documenting all expenditures; and (3) evidence documenting receipt of all matching funds,

donations, contributions, in-kind funds, etc., supporting the project. The financial report should be similar in format to the proposed project budget provided as part of the application.

(B) Final Report: Within 30 days after final completion of the Production, grantee must submit (1) a financial report, which includes a final accounting of all expenditures of the funds, both County award funds and any donations, in-kind or matching funds; (2) copies of any receipts or invoices not included in prior reports; and (3) a narrative report stating what was accomplished with an award. This report shall include copies of any promotional materials developed in conjunction with the grant program.

VII. PAYMENTS B The County shall make payments to Grantee as follows:

(A) The first payment, consisting of one third of the total award, will be issued after (1) final adoption of the award by the Board of Supervisors, (2) attendance at a pre-production workshop, (3) submission of the program script and production schedule, and (4) submission of a written invoice by the recipient organization;

(B) The second payment, consisting of one third of the total award, will be issued after (1) completion of the shooting stages of the production, (2) submission of a revised script, if applicable, and (3) submission of a written invoice. The Grant Program Administrator reserves the right to view portions of the footage shot and to make suggestions for script revisions prior to release of the second award payment;

(C) The third and final payment, consisting of any remaining funds due to the Grantee, will be issued only after (1) receipt of the completed Production master tapes, (2) submission of a Final Report, and (3) submission of a written invoice. **County will not release final payments until the Department of Media and Public Relations approves the form and content of the Production.**

VIII. PROGRAM DUE DATE B The due date for delivery of the completed Production is August 31, 2009. Grantee shall notify the Cable Franchise Administrator immediately of any circumstances that may result in delay of delivery beyond the stated due date.

IX. LIMITATIONS ON THE USE OF FUNDS X Grantee shall use award funds only for the activities set forth in the budget originally approved and attached to this agreement. Grantee must submit to the County in writing any proposed changes to the original application. The County may approve or reject such requests, at its sole discretion.

X. MISAPPLIED FUNDS X If the County determines that Grantee has misapplied Grant funds, Grantee must repay all such funds to the County.

XI. UNCOMMITTED FUNDS X Grantee must return any funds that remain uncommitted by the project completion date within thirty (30) days of that date. Checks should be made payable to the County of San Diego, and submitted to the Cable Franchise Administrator.

XII. INCOME EARNED FROM THE PROJECT (ROYALTY) X All income earned by Grantee from the project accrues to the Grantee with the following provisions:

(A) Grantee shall pay to the County one half (1/2) of the net profits earned from the project. These payments, along with a written accounting of their basis, are due and payable no later than

thirty days from March 31, June 30, September 30 and December 31 of each year for the quarter ending on each date.

(B) When the County has recovered the entire amount funded under this agreement, payments to the County shall cease and Grantee may retain all subsequent profits from the project.

XIII. PUBLICATION AND ACKNOWLEDGMENT OF COUNTY AWARD FUNDS X Any tangible result of project activity (productions, displays, exhibits, films, tapes, etc.) must bear an acknowledgment of support by the County of San Diego Cable Television Review Commission. The acknowledgment should read:

This program was funded by an Award from the County of San Diego Cable and Telecommunications Review Commission.

This notice shall appear at the end of the Production, after the running of all additional credits.

XIV. ACCESS BY THE COUNTY TO PRODUCED MATERIALS X Grantee understands and agrees that the purpose of all award activity is to promote the development of informational government programming through cable television.

To this end the County and Grantee agree to the following:

(A) The ownership and copyright of all produced materials are held by the Grantee.

(B) The County reserves the non-exclusive license to use, reproduce, edit, adapt and distribute to any entity without payment to recipient, any produced materials including copyrighted materials, which make up the completed production.

XV. TRANSFER OF COPYRIGHT OR OWNERSHIP X Should Grantee decide to sell copies of the Production, or any of the rights to the Production, Grantee shall notify the Cable Franchise Administrator within thirty (30) days of the date of the sale or transfer. Grantee agrees to provide copies of all transfer documents to the Department of Media and Public Relations Business Manager within thirty (30) days of the transfer.

In the event that Grantee transfers any copyright, ownership, or distribution rights in the Production, Grantee agrees to take any action necessary to ensure that the County remains fully able to freely exercise all rights reserved under this Agreement.

XVI. RELEASE FROM LIABILITY B

(A) Under no circumstances shall the County, its officers, directors, employees, contractors and licensees be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Grantee's participation in the Grant Program.

(B) Grantee assumes full responsibility for all content of the Production and related materials and assumes all liability for harm caused by any reliance on or use of inaccurate or misleading content or information contained therein.

XVII. HOLD HARMLESS X Grantee shall defend, indemnify, and hold the County and its officers, directors, employees, contractors and licensees harmless from any and all liabilities, costs and expenses,

including reasonable attorney's fees, related to Grantee's failure to comply with the terms and conditions of this agreement.

XVIII. NON-COMPLIANCE X Grantee and the County agree that if any of the conditions set forth in this Agreement are not met, the County may at its option take any or all of the following actions: (1) take ownership of all materials produced, (2) suspend all of its duties under this Agreement, including the duty to pay the award money, or (3) declare these duties discharged and require the recipient to repay the money previously awarded.

XIX. ADMINISTRATION OF AGREEMENT X The Business Manager, Department of Media and Public Relations is the County representative for the purpose of administering this agreement. All notices required under this Agreement shall be in writing, delivered to the following address:

Business Manager
Department of Media and Public Relations
1600 Pacific Highway, Room 208
San Diego, CA 92101

The undersigned has read and understands all of the terms and conditions in this Agreement, and hereby promises to fully comply with each and every such term and condition.

Signature of Organization's Project Director

Date

Print Name

Grantee (Organization(s))

Title of Project

Clerk of the Board of Supervisors

Date